
**MEMORANDUM OF UNDERSTANDING
BETWEEN *(insert company name)*, AND
THE U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT**

**FOR THE PURPOSE OF PREPARING
AN ENVIRONMENTAL IMPACT STATEMENT
FOR THE *(insert project name)* PROJECT**

I. BACKGROUND AND PURPOSE

The U.S. Department of the Interior, Bureau of Land Management (BLM) has determined that an environmental impact statement (EIS) will be prepared to analyze the potential environmental impacts associated with *(insert company name)* (hereinafter referred to as the Company/Companies) proposal *(insert brief overview of the project)* within the *(insert project area)*. The project is called the *(insert project name)* Project. The *(insert project name)* area encompasses *(insert legal description)*, and is located in the *(insert field office name)* Field Office. The purpose of this Memorandum of Understanding (MOU) is to establish an understanding between the Company/Companies and the BLM regarding the respective responsibilities, conditions, and procedures to be followed during the preparation of the Draft and Final EIS, and other related and necessary documents, for the *(insert project name)* Project.

II. GENERAL PROVISIONS

The BLM and the Company/Companies intend to work together in a professional and productive manner under the National Environmental Policy Act of 1969, as amended (NEPA), and all other applicable federal and state laws. Both the BLM and the Company/Companies are committed to maintaining the integrity of the NEPA process. As the lead agency, the BLM is responsible for assuring compliance with the requirements of NEPA. The BLM will ensure that the *(insert project name)* Project conforms to the terms and provisions of the *(insert field office name)* RMP, including any revisions thereof. See 43 C.F.R. § 1610.5-3(a).

To facilitate timely and efficient completion of required environmental documents, the Company/Companies has/have agreed to contract the EIS preparation with a consulting firm approved by BLM. The Contractor will conduct the environmental analysis process and to prepare a Draft and Final EIS for BLM review at the Company's/Companies' expense.

In accordance with 40 C.F.R. § 1506.2, to reduce duplication to the fullest extent possible, other federal, state, and local agencies having jurisdiction by law or special expertise will be informed and invited to provide input and cooperate with the parties to this MOU during the preparation of the Draft and Final EIS.

III. NEPA COMPLIANCE

The EIS for the *(insert project name)* Project will be prepared in accordance with NEPA (42 USCA §§ 4321 – 4370e) and in compliance with all applicable regulations and laws passed subsequently, including Council on Environmental Quality (CEQ) regulations 40

Code of Federal Regulations (C.F.R.) §§ 1500-1508, United States Department of the Interior (DOI) regulations at 43 C.F.R. Part 46, DOI guidance (Department Manual 516, Environmental Quality (USDI 2007)), the BLM NEPA Handbook (H-1790-1) and applicable guidance.

As the lead agency, the BLM is responsible for analyses and documents that conform to the NEPA, CEQ regulations, and other pertinent federal laws and regulations. The Company/Companies agrees/agree it/they will retain the Contractor to produce analyses and a document meeting BLM standards. Before beginning work on the (*insert project name*) EIS, the Contractor will execute a disclosure statement specifying that they have no financial or other interest in the outcome of the (*insert project name*) as required by 40 C.F.R. § 1506.5(c).

The EIS will assess the potential environmental impacts of the Company's/Companies' Proposed Action, the no action alternative, and a range of reasonable alternatives selected by the BLM, and will serve to inform the decision-making official and the public. The project components that must be analyzed in the (*insert project name*) EIS shall include, but not be limited to, the following:

1. The Company's/Companies' Proposed Action—(*insert detailed description of the proposed action*);
2. No Action—(*insert description of what would happen under No Action*);
3. A reasonable range of development alternatives to the Proposed Action;
4. Related construction activities, including (*insert description of related construction activities*);
5. Transportation planning, including (*insert description of transportation planning*);
6. Socioeconomic considerations, including (*insert description of personnel/manpower requirements*);
7. (*insert project operations – i.e. drilling*);
8. Abandonment and reclamation activities; and
9. Monitoring of construction and reclamation practices, impacts to wildlife, and compliance with other NEPA requirements.

The BLM and the Company/Companies understand and agree that the EIS will analyze the cumulative impacts (*see* 40 C.F.R. § 1508.7 and Considering Effects under the National Environmental Policy Act (CEQ 1997)) of the (*insert project name*) Project with the existing and reasonably foreseeable development within the affected environment (*see* 40 C.F.R. § 1502.15).

IV. AUTHORITIES

This MOU is entered into under the following authorities:

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- A. The National Environmental Policy Act of 1969, as amended (Pub. L. No. 91-190, 42 U.S.C. §§ 4312-4370e);
 - B. The Federal Land Policy and Management Act of 1976 (Pub. L. No. 94-579, 43 U.S.C. §§ 1701-1784); and
 - C. (*insert other relevant authorities – i.e.* The Mineral Leasing Act of 1920, as amended (30 U.S.C. §§ 181-263)).

V. RESPONSIBILITIES

A. BLM Rights and Responsibilities

1. The BLM will be the lead federal agency in the preparation of the EIS and will be responsible for compliance with the requirements of NEPA, BLM and CEQ regulations, and other applicable federal laws and regulations. The BLM will be responsible for completion of Section 7 consultation with the U.S. Fish and Wildlife Service in compliance with the ESA. Additionally, BLM will complete any necessary consultation with the State Historic Preservation Office for cultural and historic properties in compliance with the NHPA.
2. The (*insert field office name*) Field Office's Field Manager (hereinafter referred to as the "Field Manager") will select and oversee the Contractor paid for by the Company/Companies to prepare the EIS in accordance with accepted third-party contracting procedures. 40 C.F.R. § 1506.5(c). The Field Manager will designate for the BLM a sole point of contact for all matters related to the preparation of the EIS by the Contractor. To ensure the objectivity of the Contractor, all communications between the Contractor and the Company/Companies, with the exception of specific budget documents or when authorized by the BLM, shall occur through the BLM. The Contractor will submit all requests for specific information needed for the (*insert project name*) EIS through the BLM. Any and all work performed by the Contractor will be submitted directly to the BLM, and in no case will the Company/Companies review, modify, or edit the Contractor's work prior to its submission to the BLM.
3. The BLM intends to keep the Companies informed and engaged throughout the preparation of the (*insert project name*) EIS. The BLM will consult with and keep the Company/Companies informed on the progress of the EIS, as well as any data needs or changes, on at least a monthly basis.
4. The BLM will invite the Company/Companies and the Contractor to attend meetings with federal, state, regional, and local agencies and other groups throughout the EIS/NEPA process as appropriate under NEPA and any pertinent regulations. The BLM will ensure that the Company/Companies are kept informed of issues, pending meetings, and outcomes of any meetings held so that the Company/Companies can ensure that technical information is accurate and complete.
5. The BLM will provide oversight of the (*insert project name*) EIS preparation process on a bi-weekly basis, or more frequently if needed, to verify that the Contractor considers existing data, environmental descriptions, and analysis available from the Company/Companies, BLM, and other sources, and that the Contractor does not

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- duplicate work already completed unless the BLM determines that the existing work is not adequate for the purposes of the *(insert project name)* EIS. The BLM will assess whether existing work must be modified or redone. The BLM requires that the Contractor provide adequate copies of all maps, reports, and draft documents to allow for a timely review. The BLM will be solely responsible for all decisions related to the analysis prepared in connection with the *(insert project name)* EIS.
6. The BLM will consult with the Company/Companies on the project description as needed, particularly during impact analysis, to assist in improving the project description to avoid, mitigate, or otherwise address adverse impacts. The BLM will direct how the Contractor will consider existing data, environmental descriptions, and analyses available from all sources including the BLM.
 7. If, at any time, the Contractor or BLM becomes aware of circumstances that will result in a delay in reaching any milestones and/or key dates on the schedule attached hereto as Exhibit 1, BLM and the Contractor shall immediately notify the Company/Companies in writing. The Company/Companies shall have the right, but not the obligation, to take whatever steps are necessary to remedy such situation including, but not limited to, requesting oversight by the *(insert field office name)* Field Manager first and then, if necessary, *(insert district name)* District Manager and then, if necessary, BLM Colorado State Director, oversight and review of *(insert project name)* EIS work activities and processes, *(insert field office name)* priorities, and/or recommending a change in Contractor.
 8. The BLM will be responsible for determining frequency, location, format, and content of public scoping meetings, if any. The Contractor, at BLM direction, will be responsible for administrative support and logistical arrangements for these public scoping meetings. The BLM will receive public scoping comments and direct the Contractor's actions with regard to the received comments. The Contractor shall provide all needed administrative support to BLM for scoping comment content analysis, in consultation with BLM, and provide a scoping report to BLM, who will transmit the report to the Company/Companies at the appropriate time.
 9. When requested to do so by the Company/Companies, the BLM will treat specific data provided by the Company/Companies as confidential and proprietary to the extent permitted by law. This responsibility extends to both internal and Contractor use of the information. In the event that any confidential or proprietary information is required by law to be released by the BLM, the Company/Companies shall be provided written notice of any such proposed release in advance of such release.
 10. The BLM will independently evaluate and take responsibility for the contents of the *(insert project name)* EIS prior to its release or approval as required by 40 C.F.R. § 1506.5(a). The BLM is responsible for complying with NEPA procedures and implementing regulations including, but not limited to: document contents, administrative record (including documentation of rationale and supporting information), public review of the *(insert project name)* EIS, and required decision documentation. The Contractor shall assist with these tasks as directed by the BLM. The BLM shall ensure that the *(insert project name)* EIS presents a range of reasonable alternatives and includes relevant environmental/social/economic issues

and impacts, including cumulative impacts. The BLM will provide a mailing list to the Contractor for distribution of the (*insert project name*) EIS to the public.

11. Upon completion of the Draft and Final EIS for public release and comment, the BLM will be responsible for compliance with public notification requirements, including publication of Federal Register notices and managing public meetings, if any. The BLM will be responsible for determining frequency, location, format, and content of public meetings, if any. The Contractor, at BLM direction, will be responsible for administrative support and logistical arrangements for these public meetings. The BLM is responsible for developing responses to comments and will direct the Contractor's actions with regard to the received comments. The Contractor shall provide all needed administrative support to the BLM for comment content analysis as directed by the BLM, in consultation with the BLM.
12. The BLM is responsible for all costs associated with the preparation, reproduction, and mailing of the Record of Decision.

B. The Company's/Companies' Rights and Responsibilities

1. The Company/Companies will appoint a primary contact person to serve as contact for all general matters relating to the preparation of the (*insert project name*) EIS. (*if more than one company*) Each Company will also appoint a primary contact person for the BLM to communicate with regarding matters specific to individual companies.)
2. The Contractor, at the Company/Companies' expense, will be responsible for providing an electronic copy of the Draft and Final EIS documents in a PDF format or a medium acceptable to the BLM. The Company/Companies and the Contractor will assist the BLM in fulfilling its responsibilities for the requirements of NEPA, CEQ regulations, and other pertinent federal laws and regulations.
3. The Company/Companies will be responsible for developing and executing a contract with the Contractor. The contract between the Company/Companies and the Contractor will require timely completion of all work activities pursuant to the schedule attached as Exhibit 1 to this MOU.
4. The Company/Companies will be responsible for all costs and any continuing costs incurred by that Contractor until terminated by the Company/Companies, other than as set forth in Section V.A.12.
5. The Company/Companies will ensure that the Contractor signs a Disclosure Statement as required by 40 C.F.R. § 1506.5(c) stating that the Contractor does not have any interest, financial or otherwise, in the outcome of the project. A copy of the signed statement will be provided to the BLM.
6. The Company/Companies shall provide to the BLM a written description of the proposed project to facilitate preparation of the description of the proposed action and voluntary mitigation measures (a.k.a. operator committed measures or design features) to be included as part of the proposed action. The Company/Companies may also provide the Contractor with a copy of their proposal submitted to the BLM.

The Company/Companies shall provide the Contractor with any MOUs or agreements pertinent to the preparation of the *(insert project name)* EIS.

7. To the extent practicable, the Company/Companies will submit to the BLM any information, studies, or other documentation that might be relevant to the BLM's analysis of the potential environmental impacts of the *(insert project name)* Project as early as practicable in the NEPA process.
8. The Company/Companies will provide to the BLM, as specified by the *(insert field office)* Field Manager, any justifiable, necessary, or relevant technical and environmental information it may have which is needed, at the BLM's discretion, for environmental analysis and documentation for the proposed action. The Company/Companies will ensure that the Contractor provides BLM with all documentation including, but not limited to, interdisciplinary (IDT) and Contractor's EIS team meeting notes, e-mail messages, analysis protocols and methodologies and data, rationale, maps, GIS data and its Federal Geographic Data Committee (FGDC)-compliant metadata, and any other supporting information used in the preparation of the *(insert project name)* EIS. Such information is part of the administrative record for this project and EIS. The administrative record for the *(insert project name)* Project will be maintained at the *(insert field office name)* Field Office, and the Company/Companies and the Contractor shall share responsibility with BLM for ensuring that the record is complete and accurate.
9. The Company/Companies will review the technical, environmental, and socio-economic information in their possession and, to the extent that such information is not restricted by confidentiality agreements, the Company/Companies will provide the BLM with such information that they believe is necessary for review or input into the analysis or other parts of the document. The BLM will provide this information to the Contractor.
10. The Company/Companies will provide directly to the BLM responses to data requested and provide review comments within the time limits established by the BLM to the extent reasonably possible (or the schedule will be adjusted accordingly). The BLM is responsible for providing this information to the Contractor in a timely manner.
11. As requested by the BLM, the Company/Companies will attend meetings and participate in the preparation of appropriate mitigation measures to resolve or lessen potential adverse impacts of the project. The Contractor's EIS team, or specific members thereof, will attend BLM IDT meetings as requested or deemed useful by the BLM.
12. The Company/Companies will specify in the agreement with the Contractor that the Contractor shall be responsible for: (1) responding, as necessary, to BLM requests for input; (2) responding to public comments arising from the Draft and Final EISs; (3) other information (i.e., mapping, public meeting materials, etc.) as deemed necessary by the BLM during the preparation of the Draft and Final EIS documents, and as necessary during preparation of the Records of Decision; and (4) following the procedures outlined in this MOU..

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13. Except as described in Section V.A.12, the Company/Companies will be responsible for stenographic, clerical, graphics, and layout services; printing to established BLM standards; and all costs for analysis, internal review drafts, and final copies of the Draft and Final EIS documents prepared by the Contractor. Foldout sheets and large maps shall be provided where appropriate. The Company/Companies shall be solely responsible for the cost of preparing and providing the number of copies of the Draft and Final EIS (full document or executive summaries) as may be necessary for public review and administrative processing, for the cost of distributing as directed by the BLM, and for one copy suitable for reproduction by the BLM and 16 printed copies to the BLM for their submission to the Superintendent of Documents.

C. Joint Responsibilities

1. The BLM, in cooperation with the Company/Companies and the Contractor, will develop an EIS Preparation Schedule that projects key dates. The EIS Preparation Schedule, current as of the signing of this MOU, is attached as Exhibit 1. Changes to the schedule will require advance notice by the BLM to the Company/Companies and the Contractor. Should a party not be able to meet a key date requirement, e-mail notification shall be given to the other parties in advance whenever practicable and, if not in advance, as soon as practicable. The notification shall include a projected date the requirement will be met. All parties will use best efforts to adhere to, and assist each other in adhering to, the EIS Preparation Schedule.
2. To ensure the objectivity of the Contractor, all communications between the Contractor and the Company/Companies, with the exception of specific budget documents, shall occur through the BLM. The Companies will provide the BLM with all the information needed by the Contractor for the preparation of the (*insert project name*) EIS. The Contractor will submit all requests for specific information needed for the EIS through the BLM. Any and all work performed by the Contractor will be submitted directly to the BLM, and in no case will the Company/Companies review, modify, or edit the Contractor's work prior to its submission to BLM.
3. In cooperation with the Company/Companies and the Contractor, the BLM has developed a Public Participation Plan (attached as Exhibit 2) that indicates key milestones in the preparation of the EIS.

4. Information Sharing Responsibilities.

To ensure the objectivity of the Contractor, all communications between the Contractor and the Company/Companies, with the exception of specific budget documents, shall occur through BLM. The Companies will provide the BLM with all the information needed by the Contractor for the preparation of the (*insert project name*) EIS. The Contractor will submit all requests for specific information needed for the EIS through the BLM. Any and all work performed by the Contractor will be submitted directly to the BLM, and in no case will the Company/Companies review, modify, or edit the Contractor's work prior to its submission to the BLM.

The BLM will independently evaluate and consider all information and comments provided by the Company/Companies, and the BLM remains solely responsible for

the content and analysis in the EIS as required by 40 C.F.R. § 1506.5(a). The BLM may inform the Company/Companies of the outcome of interim and final decisions.

Until such time as BLM accepts the EIS, the Company/Companies or Contractor shall not provide copies of the document to other interested parties or the general public unless requested by BLM.

Project applicants are uniquely situated to provide special information or experience to be considered in the NEPA process. The BLM has discretion throughout the NEPA process to require submission of information from the project applicant for possible use by the agency in evaluating the impacts of the proposed project, 40 C.F.R. § 1506.5(a), and the project applicant has the ability to submit information at any time to the agency, 40 C.F.R. § 1506.5(c). The BLM recognizes that the Company/Companies, as the project proponent(s), has/have information and experience relevant to the *(insert project name)* EIS.

As appropriate, meetings or conference calls between the BLM and the Company/Companies will be held on a mutually agreed upon schedule to keep the Company/Companies informed on the progress of the EIS and informed regarding data needs or changes. Additional meetings or conference calls may be scheduled on an as-needed basis. Agenda topics will be identified at the end of each meeting for the following meeting. Meeting notes will include a task list identifying tasks, responsible parties, and due dates.

In addition to the items listed below, the BLM may request information from the Company/Companies at other stages of the NEPA analysis. 40 C.F.R. § 1506.5(a). Further, nothing prevents the Company/Companies from submitting information to BLM for consideration at any time. 40 C.F.R. § 1506.5(c). The Company/Companies' responses to information requests and submitted information will be included in the Administrative Record for the EIS.

- a. ***(include if appropriate)* Emissions Inventory:** The BLM will request information and comment from the Companies on the draft emissions inventories for the proposed project.
- b. **Mitigation and Minimization Measures:** In analyzing mitigation and minimization measures for the EIS, BLM may request information and comment from the Company/Companies concerning the feasibility of particular mitigation measures. However, as the lead federal agency, the BLM remains solely responsible for selection of mitigation and minimization measures for the EIS and compliance with NEPA, the CEQ regulations and other pertinent federal laws and regulations.
- c. **Alternatives Selection:** The BLM is responsible for complying with NEPA procedures and implementing regulations including, but not limited to, the EIS contents and the administrative record (including public review, documentation of the rationale for any decisions and supporting information). The BLM shall ensure that the EIS presents a range of reasonable alternatives and includes

relevant environmental/social/economic issues and impacts, including cumulative impacts. As alternatives are developed, the BLM may request information from the Company/Companies relative to the feasibility of reasonable alternatives to the Company's/Companies' project proposal for analysis in the (*insert project name*) EIS. However, the BLM remains solely responsible for identifying and analyzing reasonable alternatives, including the preferred alternative.

VI. ADMINISTRATIVE AND LEGAL PROVISIONS

A. Applicable Law

The parties agree to comply with all applicable laws governing activities under this MOU.

B. Term of MOU

This MOU will commence upon the date last signed and executed by the duly authorized representatives and will terminate in accordance with provisions listed below in VI., part D (Termination) or when the Record of Decision for the (*insert project name*) Project are issued by the BLM, whichever occurs first.

C. Amendments

Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU, will be incorporated by written instrument, executed and signed by all parties to this MOU.

D. Termination

1. Either the Company/Companies or the BLM may terminate this MOU after thirty (30) days written notice to the other parties of their intention to do so. During this period, the parties will enter negotiations to resolve the disagreement(s). If the disagreement(s) have not been resolved by the end of the thirty-day period, the MOU will terminate. In the event negotiations are progressing but are not concluded by the end of the thirty-day period, the party initiating the request to terminate may request termination be postponed for an additional thirty-day period.
2. In the event of termination of the MOU, and at the request of the Company/Companies, the BLM will initiate preparation of any remaining analysis and documentation covered by this MOU consistent with staff and budget limitations. The Company/Companies will be required to submit to the BLM all information and records held by the Company/Companies and the Contractor that were used for EIS preparation up to the point of MOU termination, as well as information and records held by the Company/Companies and the Contractor needed to support continued preparation of the EIS.

E. Limitations

In executing this MOU and taking any other action contemplated hereby, the Companies reserve the right to contest, in any administrative or judicial proceedings, any and all

decisions concerning issues in the EIS or any other Federal requirements related to the proposed project. The Company/Companies recognize that nothing in this MOU commits the BLM to permit the project or otherwise take action favorable to the Companies upon all or any part of the proposal.

F. Entirety of Agreement

This MOU consisting of *(insert # of pages)* pages, including attachments, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements concerning the *(insert project name)* Project EIS, whether written or oral.

G. Severability

Should any portion of this MOU be determined to be illegal or unenforceable, the remainder of the MOU will continue in full force and effect, and either party may renegotiate the terms affected by the severance.

H. Assignability

This MOU may be assigned, transferred, or conveyed to any third party by the Company/Companies.

I. Exchange of Information

Data provided pursuant to this MOU may contain proprietary or pre-decisional BLM information or information provided by the Company/Companies. All records or information requested of either party by the other will be reviewed by the releasing party prior to release. To the extent permissible under law, any recipient of proprietary or pre-decisional information agrees not to disclose this information to the public or other parties. To the extent permissible by law, any recipient of this information agrees not to transmit or otherwise divulge this information without approval from BLM or the Company/Companies or both. Any breach of this provision may result in termination of this MOU. Requests for information will be made through the points of contact identified in Section VII. Contacts, below.

J. Third Party Beneficiary Rights

The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU must not be construed so as to create such status. The rights, duties and obligations contained in this MOU operate only between the parties to this MOU, and inure solely to the benefit of the parties of this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU will have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

K. Administrative Consideration

1. In carrying out the terms of this MOU, there shall be no discrimination against any person because of race, creed, color, sex or national origin.
2. The terms of this MOU are effective only to the extent the BLM is authorized to take actions, and to the extent funds are appropriated or otherwise made available.
3. Nothing in this agreement shall be construed as obligating the BLM to expend, or as involving the BLM in any obligation for future payment of money in excess of appropriations authorized by law and administratively allocated for these purposes, except as specifically set forth herein.
4. All documents released to the public must reflect the independent judgment of the BLM. The BLM is responsible for the adequacy and objectivity of all such documents. The Companies and the Contractor will provide the BLM with the necessary support to meet that responsibility.

L. Dispute Resolution

In the event of any disagreement between the (*insert field office name*) Field Office and the Company/Companies regarding the scope of work, schedule, performance of Contractor, data requests, or other issues relating to the (*insert project name*) Project and EIS that cannot be resolved between the (*insert field office name*) Field Office and the Company/Companies within a reasonable time, either party may refer the disagreement to the (*insert district name*) District Manager, and if resolution cannot be reached at the District, to the BLM Colorado State Director to timely resolve said issue. Nothing herein shall be construed, however, as limiting the rights of the Company/Companies to seek other relief as entitled by law.

VII. CONTACTS:

The primary points of contact for carrying out the provisions of this MOU are:

Company/Companies:

BLM:

SIGNATURES

For *(insert company name)*:

(insert name, title, company, and address)

Date

For Bureau of Land Management:

(insert name, title, office, and address)

Date

(insert company name), Attorney, Approval as to Form

(insert name and title)

Date

BLM Regional Solicitor's Office, Approval as to Form

(insert name and title)

Date

Exhibit 1
EIS Preparation Schedule
for the
(insert project name here) **Project**

Tasks	
BLM Start-up Meeting – Establish BLM Interdisciplinary Team. Review proposal.	
MOU Finalized.	
Third-party Contractor Selected by BLM.	
<i>Federal Register</i> Notice published – start of Scoping Period.	
Scoping Notice sent to public.	
Public Scoping Meeting.	
Description of Proposed Action, Purpose and Need Statement Drafted.	
Contractor Completes Public Scoping Report.	
Meeting between BLM and Contractor to develop alternatives and cumulative impact analysis area based upon public issues/BLM concerns.	
Air Quality Modeling Protocol Finalized.	
Affected Environment section completed.	
Potential Environmental Consequences section completed.	
Preliminary Draft EIS to BLM and interagency personnel for review.	
PDEIS comments to Contractor.	
Final review for print copy of DEIS. Cooperating agency (if any) may review.	
Publication of DEIS. NOA in <i>Federal Register</i> . Start DEIS Review Period (45 days from publication by EPA in the <i>Federal Register</i>).	
Hold Public Meetings.	
Public comment period ends, all public comments to Contractor.	
Contractor analyzes public comments, summary report to BLM.	
Comment responses back to contractor and finalized.	
PFEIS delivered to BLM.	
PFEIS comments back to Contractor.	
Final internal review of FEIS completed.	
Publication of FEIS. NOA published in <i>Federal Register</i> . 30-day comment period.	
Comment period ends.	
ROD issued. Appeal period begins.	

Exhibit 2

Public Participation Plan

Agency and Initial Public Scoping

The public notice of intent (NOI) will be prepared and published in the Federal Register. BLM will distribute project and scoping information to appropriate local, state, and federal agencies, elected officials, public land users and user groups, affected landowners, and news outlets including newspapers and radio and television stations. The scoping information will describe the Company/Companies' proposal, identify the proposal's relationship to land use plans and other environmental documents, describe proposed compliance with the National Environmental Policy Act, disclose land and resource management issues and concerns, and solicit comments from the public. In addition, it will announce the time and place of a public involvement meeting to provide the general public, affected interests, and stakeholders with an opportunity to review the Companies' proposal and provide input to BLM regarding concerns and issues to be addressed. On the date the NOI is published in the Federal Register, the (*insert field office name*) Field Office project leader will post the information on the (*insert field office name*) NEPA Register (Log).

Development of Alternatives and Cumulative Impact Analysis Areas

Based on the key issues identified following public comment and cooperating agency input, a range of reasonable alternatives to the proposed action will be generated. Cumulative impact analysis areas and associated impact level definition criteria also will be developed based on plans, data, concerns, and methodologies. Input from BLM specialists, cooperating and other government agencies, the public, and the Companies will be used for alternative and cumulative impact assessment area development, as appropriate. Concurrently, the Affected Environment and Environmental Consequences sections will be developed and associated data collection or analyses will occur. Public meetings will be held to explain alternatives and cumulative impact analysis areas and solicit for comments and additional resources information.

Draft EIS

Development of the Preliminary DEIS (PDEIS) will be overseen by the BLM and may include input from BLM specialists or an interdisciplinary team or both, cooperating and other government agencies, and the public. Prior to publication of a Notice of Availability, the BLM will develop a document distribution list by format and provide the list to the Contractor. Concurrent with the publication of the NOA in the Federal Register, other methods of informing the public, stakeholders, and other federal agencies, state and local governments, the media and other interested parties as described in a communication plan will be effected. BLM will provide the public with an opportunity to review and comment on the DEIS. Public meeting(s) will be held to provide opportunities for the public to gather additional or clarifying information prior to making their comments. An official public hearing to take public comment may be held, if necessary or requested.

Final EIS

Development of the FEIS will incorporate (as appropriate) public, the Company/Companies, and agency comments on the DEIS. Distribution of the FEIS will provide the public with an opportunity to review and comment on the document.

Media

The news media will be provided news releases at each stage of the NEPA process (i.e., public scoping, issuance of DEIS, FEIS and ROD). In addition, they will be advised of any public meetings. All news releases will be coordinated through the BLM Colorado Office of Communications.